

**Issuance Date:** August 10, 2011  
**Mandatory Pre-Proposal Meeting Date:** August 17, 2011  
**Proposal Submittals Due Date:** August 31, 2011  
**BMA Approval Date:** September 26, 2011

**CITY OF GERMANTOWN  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ)  
DESIGN SERVICES FOR  
FLEET SERVICES MAINTENANCE SHOP**



**1930 S. Germantown Road  
Germantown, TN 38138**



# CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815  
Phone (901) 757-7200 Fax (901) 757-7292 [www.germantown-tn.gov](http://www.germantown-tn.gov)

## Request for Statement of Qualifications

### Design Services For Fleet Services Maintenance Shop

Date: August 10, 2011

The City of Germantown, Tennessee, will accept Proposals on:

Proposal shall be mailed in a **sealed envelope** marked “**DESIGN SERVICES – FLEET SERVICES MAINTENANCE SHOP**” in the lower left-hand corner of the envelope and addressed to Purchasing Officer, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, **if using express mail** (Fed Ex, Priority Mail, etc), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. *(Proposal must be received by the City prior to the time indicated below.)* **Please mark envelope with the name of the Proposal.**

**Proposal shall be submitted by 2:00 p.m. CST on August 31, 2011 at 1930 S. Germantown Road in Germantown, Tennessee.**

**Mandatory** Pre-proposal Meeting is on August 17, 2011 at 9 am CST at Public Services Building 7700 Southern Avenue in Germantown, Tennessee.

The City reserves the right to accept or reject any Proposal, to accept a Proposal containing variations from these specifications if the Proposal so merits, and to accept partial Proposals. *Proposals must be submitted on the Proposal document that the City issues and it must be signed.*

See Attached Request for Statement of Qualifications Proposal Content for detailed requirements. The Contract Acknowledgement Form (Appendix A) will be required with the proposal submission.

The form of the standard Germantown Professional Services Agreement is included and will be required from the selected firm. The Successful Firm shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

The City may waive any informalities or minor irregularities. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Proposal or all Proposals submitted.

Sincerely,

*Lisa A. Piefer*

Lisa A. Piefer  
Purchasing Officer

**CITY OF GERMANTOWN**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**DESIGN SERVICES FOR**  
**FLEET SERVICES MAINTENCE SHOP**

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**CITY OF GERMANTOWN  
REQUEST FOR STATEMENT OF QULAIFICATIONS  
FOR  
FLEET SERVICES MAINTENANCE SHOP**

**SECTION I. GENERAL INFORMATION**

**I.1 PURPOSE**

The City of Germantown, Tennessee is seeking engineering and architectural consultant services to design a Fleet Services Maintenance Facility to be located at 7726 Southern Ave in Germantown. The Consultant shall provide services as required to design, and oversee construction (inspections and submittal/pay request approval) for this facility (shop) complying with all environmental and safety regulations, and in the most energy conserving manner to most effectively service the fleet and equipment owned by the City.

**I.2 BACKGROUND**

The Germantown Fleet Services Shop was constructed in 1982 within the Public Services Complex. The current facility no longer meets the needs required to maintain the City fleet. The existing facility will be converted into storage. This new facility will be located on 2.74 acres of land purchased by the City in September of 2010. This land is immediately east of the Public Services Complex. Employees assigned to the Fleet Services Shop will use the existing P. S. Complex employee parking area. A walkway/stair will be needed for access from the parking lot to the facility.

**I.3 GENERAL SCOPE OF SERVICES**

This project will require preparing specifications and plans appropriate for and seeking City of Germantown Technical Advisory Committee, Planning Commission and Board of Mayor and Aldermen approvals. The City of Germantown desires to have a professionals services engineering / architectural firm perform the following:

1. Perform all site preparation evaluations including Southern Avenue improvements, building setbacks, grading, drainage, water, sewer, electrical, natural gas, communications, driveway connections, roadways, building footprint, and environmental/safety concerns necessary to locate the shop.
2. Work in close association with Eddie Johnson, Fleet Services Manager, to design the shop in a fashion that meets the needs of the City of Germantown. This will include a detailed analysis of maintenance practices, fleet and equipment to be maintained, welding shop needs, and office and support necessities. Certain existing equipment in the old facility will be transferred to the new Shop.

## **I.4 PROPOSALS INQUIRIES**

All inquiries concerning this “Request for Statement of Qualifications (RFSOQ)” should be directed to the Purchasing Officer, City of Germantown, and 1930 S. Germantown Road, Germantown, TN 38138. Formal inquiries must be submitted in writing via e-mail at [Lpiefer@germantown-tn.gov](mailto:Lpiefer@germantown-tn.gov) . Informal inquiries that are informational in nature can be made at any time by calling the Purchasing division at (901) 757-7260. The City may conduct conferences or otherwise communicate with all parties who may be interested in responding to a Proposal prior to the time that Proposals are to be received.

Any response to inquiries that affect all Consultants will result in notification of all Consultants of such information by Addendum. Should there be any addendums issued, the Addendum Acknowledgement Form will accompany the Addendum and be required when submitting your Proposal. The deadline for submitting questions will be determined at the Pre-Proposal Conference discussed in Section I.5.

## **I.5 PRE-PROPOSAL MEETING (Mandatory)**

A **Mandatory Pre-Proposal meeting** will be held to discuss the submittal requirements, Specifications and Contract related to this Proposal and to address any questions from potential Proposers. The conference will be held:

Time & Date:           **August 17, 2011 at 9 am CST**

Location:               Public Services Building  
7700 Southern Avenue  
Germantown, TN

## **I.6 MAILING ADDRESS**

Proposals and submittals shall either be mailed or hand-delivered to one of the following addresses:

Mail: Purchasing Officer  
City of Germantown  
P. O. Box 38809  
Germantown, TN 38183

Delivery: Purchasing Officer  
City of Germantown  
1930 S. Germantown Road  
Germantown, TN 38138

## **I.7 PROPOSALS SUBMITTAL DEADLINE**

All Proposals must be received by the City of Germantown Purchasing Officer at the address listed above prior to **2:00 p.m. CST on August 31, 2011**. Each proposal must be submitted in a sealed envelope with the following words clearly marked on the outside of the envelope: **DESIGN SERVICES – FLEET SERVICES MAINTENANCE SHOP**. The Consultant’s name and address must also be clearly indicated on the envelope. All submittals must be typewritten or machine printed, except that forms required as part of the submission may be hand-printed in ink.

## **I.8 CONSIDERATION OF PROPOSALS**

Any proposal that is not received in the Purchasing Officer's office prior to the deadline date and time will not be considered and shall be returned unopened to the Consultant. The City reserves the right to accept or reject any and all proposals and to waive technicalities or irregularities involving any proposal. Under no circumstances shall the City be responsible for any costs and expenses incurred by any proposer in preparing and submitting responses to this solicitation.

## **I.9 SELECTION PROCESS**

It is the intent of the City to award the contract for this project to the Consultant that best meets the specifications and anticipates the future needs of the City concerning the project and that is most responsive to every aspect of this Proposal. The evaluation factors that will be used in the selection process are set forth in Evaluation Factors in **Section I.10 of this Proposal**. Proposals will be evaluated based on information provided in the Proposal's submittal.

The City reserves the right to make a selection directly from the Proposal or require an interview of the top individuals or firms. The City also reserves the right to negotiate the final contract, scope of work and fee with the selected firm. The City further reserves the right to negotiate, amend, and refine proposals in consultation with one or more of the prospective proposers, including the right to request modifications in the partnering of associated firms or individuals.

Failure to meet the specified requirements will be cause for rejection of the Proposal. In all cases, the City will be the sole judge as to whether a Consultant's Proposal has or has not satisfactorily met the requirements of this RFSOQ.

The City may reject any Proposal if it is conditional, incomplete, or contains irregularities. The City may waive any non-substantial deviation in a Proposal. Waiver of a non-substantial deviation shall in no way modify the RFSOQ documents nor affect the recommendation for awarding of the Contract.

Furthermore, the City reserves the right to accept or reject any Proposal, to accept a Proposal containing variations from these specifications if the Proposal so merits, and to accept partial Proposals.

## **I.10 EVALUATION CRITERIA**

The following evaluation criteria will be used in the selection process but are not to be considered all inclusive:

1. Experience in Fleet Maintenance Facility design / construction administration and inspection in which your firm has participated.
2. Familiarity with the needs, operations and functions of a fleet maintenance facility
3. Firm's expertise:
  - a. Key staff
  - b. References from clients
  - c. Fleet Maintenance Facility Design expertise

4. Availability of key performers
5. Geographic proximity of the firm's offices and demonstrated ability to work closely with City Officials and Staff
6. Consultant's reputation for timeliness

#### **I.11 INFORMATION FOR THE SUCCESSFUL CONSULTANT**

The City will notify the successful Consultant that it is the successful Consultant by sending a written notice of award. Accompanying the notice of award will be the Professional Services Agreement ("Contract") (**Appendix B**). The Consultant is required to return same to the City, properly executed, within fifteen (15) days of receipt.

The Consultant is required to sign the Contract as set out in the RFSOQ and acknowledged in Contract Acknowledgement Form in **Appendix A**. The Consultant shall be notified by the City when said Contract, with the required attachments, has been approved. The City will thereafter issue writing to the Consultant notifying the Consultant to commence work under the Contract. When such occurs, the Consultant is required to commence work as specified therein.

Further, the Consultant, by submitting its proposal, agrees that it has read and is familiar with all the terms and conditions of the documents making up the Contract documents and will abide by the terms and conditions thereof. The terms of this RFSOQ and the successful proposal shall be incorporated into the final Contract. Furthermore, the successful Consultant will acknowledge such with the submission of the Contract Acknowledgement form in **Appendix A**.

The Contract and other related documents will be interpreted in accordance with and controlled by the laws of the State of Tennessee. The original executed copy of the Contract shall remain on file at the Office of the City Clerk, 1930 South Germantown Road, Germantown, Tennessee 38138

## **SECTION II. PROPOSAL SUBMITTAL REQUIREMENTS**

### **II.1 SCOPE OF PROJECT**

The City of Germantown is seeking formal proposals and statements of qualifications from engineering / architectural consulting firms interested in being considered and evaluated for the project.

The proposal should include a statement regarding the firm's approach to a fleet maintenance shop design and detail not only the firm's experience but should identify the proposed project staff and their experience in needs assessments and facilities master planning projects.

### **II.2 PROPOSAL CONTENTS**

1. Title Page
2. Letter of Introduction
3. Table of Contents
4. Firm's knowledge and approach to Needs Assessment/Facilities Master Planning.
5. Qualification and staff assignment to the Project. Please include subcontractors if used.
6. Experience in similar fleet maintenance shop design into their design. Please include examples of work.
7. Proposed timeline for completing a design September 2011 authorization to proceed.
8. References, a list of projects and dates of any similar design/consultant/project work completed within the past five (5) years.

### **II.3 SUBMISSION REQUIREMENTS**

Ten copies of the Proposal are required to be submitted. Proposals shall not exceed 20 pages printed in an 8<sup>1/2</sup> by 11 format. Marketing materials, resumes and other similar materials may be submitted as attachments.



## **SECTION III. CONTRACT REQUIREMENTS**

### **III.1 NEGOTIATION OF CONTRACT**

The City reserves the right to negotiate a final contract which is in the best interests of the City considering cost effectiveness. Once a tentative selection has been made by the evaluation committee, the City will attempt to negotiate a contract with the preferred candidate. If the negotiations are not successful, the City will negotiate with other qualified consultants in the order of their respective qualifications until an agreement is reached or City decides to terminate the selection process.

### **III.2 CONTRACT CONTENTS**

The selected Consultant will be required to enter into a Contract with the City that is in the same form as the City's Contract attached hereto as **Appendix B**.

### **III.3 TERMINATION**

The City will reserve the right to terminate the contract, with or without cause, upon thirty **(30) days** written notice. Following such notice of termination, the City and the Consultant will agree on the amount of payment for all contract items properly performed or furnished prior to the effective date of termination.

### **III.4 CONSULTANT'S COOPERATION**

Employees or sub-Contractors of the Consultant shall comply with the City of Germantown Code of Ethical Conduct for City Employees during those times when they are on-site at a City location and performing services with respect to this Contract. In addition, the Consultant shall comply with any laws or regulations regarding or affecting the execution of this Contract. Please refer to the City's Website for the Ethical Conduct for City Employee Standards: <http://www.germantowntn.gov>

### **III.5 HOLD HARMLESS**

The Consultant hereby agrees to protect, indemnify and save harmless the City, City officers, City agents, and City employees from and against any and all loss, expense, damage, charges and costs (including court costs and attorney's fees) for damage because of bodily injury, death, or injury to or damage of property arising out of or in consequence of the performance of the work under or in any manner related to this Contract whenever such injury, death or damage is due to or claimed to be due to any act or omission on the part of the Consultant or others whose services are engaged by the Consultant or anyone directly or indirectly employed or controlled by either of them, including Consultant's subcontractors, officers, agents and/or employees, in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused solely by the negligence or fault of the City.

If the City has occasion to either defend or assert its rights under this Contract in a court of law or equity, before a board of arbitration or otherwise, and if the City prevails in any such action, either as defendant or plaintiff (as the case may be), Consultant shall pay any and all costs of such action, including court costs and reasonable attorney's fees, incurred by the City in asserting or defending its rights under this Contract.

**APPENDIX A**  
**CONTRACT ACKNOWLEDGEMENT FORM**

The undersigned officer of \_\_\_\_\_ (*Consultant Name*) (“Consultant”) does hereby certify, individually and on behalf of the Consultant, that:

1. He/she is the duly elected, qualified and acting \_\_\_\_\_ of Consultant and has full power and authority to execute this Acknowledgement and to submit the Proposal on behalf of the Consultant.

2. He/she has carefully read and is familiar with the terms and conditions of the RFSOQ and the Contract attached hereto as **Appendix B** and agrees to execute said Contract on behalf of the Consultant in the form attached hereto if chosen as the successful Consultant.

Consultant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be submitted with proposal**

**APPENDIX B**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (herein “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of September, 2011 by and between the CITY OF GERMANTOWN, TENNESSEE, a Tennessee municipal corporation, (herein the “**CITY**”) and \_\_\_\_\_ [insert name of CONSULTANT], a \_\_\_\_\_ [State where CONSULTANT established] \_\_\_\_\_ [type of entity – e.g., corporation, LLC, partnership] (herein the “**CONSULTANT**”).

**W I T N E S S E T H:**

WHEREAS, the CITY desires to retain a professional to render services in connection with design of the Fleet Services Maintenance Shop (herein the “**Project**”), and

WHEREAS, the services of a competent professional architectural engineering consultant will be required for engineering design, preparation of construction plans and other related services for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a proposal for the aforesaid work dated \_\_\_\_\_, 2011 in the form attached hereto and made a part hereof as **Exhibit A** (herein the “**Proposal**”), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

**1.00      SCOPE OF AGREEMENT**

The CONSULTANT shall perform those services enumerated in the Proposal. The CITY shall pay the CONSULTANT in accordance with the terms of the Proposal. If so specified in the Proposal, the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

**2.00      ADDITIONAL SERVICES**

In the event the CITY requests that the CONSULTANT perform additional services not covered by the Proposal, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the Board of Mayor and Aldermen.

### **3.00      NOTICE TO PROCEED**

The CONSULTANT shall commence the professional services called for under this Agreement upon the written notice to proceed issued by the CITY.

### **4.00      CONSULTANT'S PERSONNEL**

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

### **5.00      CONFLICT OF INTEREST**

The CONSULTANT declares that neither the Mayor, nor any Aldermen, nor any other CITY official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

### **6.00      DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CITY and the CONSULTANT shall be referred to the City Engineer, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

### **7.00      ESTIMATES**

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions, except with regard to the CONSULTANT'S services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry.

### **8.00      CONSULTANT'S ASSISTANCE WITH BIDDING**

In the event that the lowest bid received by the CITY is greater than the CITY'S budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.

## **9.00      COMPLIANCE WITH LAWS**

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

## **10.00     TERMINATION**

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT'S services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT'S services rendered hereunder.

## **11.00     OWNERSHIP OF DOCUMENTS**

All documents prepared by the CONSULTANT in connection with the provision of professional services under this Agreement, including, but not limited to, plans, drawings, specifications, and data or programs stored electronically, shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way in its use of such material.

## **12.00     CONFERENCES AND VISITS TO SITE**

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

## **13.00     CONSULTANT'S ENDORSEMENT**

The CONSULTANT'S seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

## **14.00     CONTROL**

All work by the CONSULTANT is to be performed in accordance with those professional standards applicable to the profession to which the CONSULTANT belongs and in accordance with the established customs, practices, standards and procedures of the CITY, except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request, and the CITY shall provide, conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

## **15.00     REVISIONS OF PLANS**

15.01.     Minor Revisions. It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses.

15.02. Major Changes. In the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, and provided that such changes are not required due to any error or omission by the CONSULTANT, the CONSULTANT will make the necessary revisions as required by the CITY. With respect to such revisions, the CITY shall pay CONSULTANT additional compensation as outlined in Paragraph 2.00 herein.

## **16.00 DELAYS AND EXTENSIONS**

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY'S sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT'S control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT'S work. It is agreed that no extension of time will be valid without the CITY'S prior written consent, and no such consent should be assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT'S performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT'S work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY'S rights or remedies for the CONSULTANT'S default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the CITY'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

## **17.00 REIMBURSEMENT FOR EXPENSES**

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

## **18.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants, and/or employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants and/or employees in the performance of this Agreement, and the CONSULTANT will carry

sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

**19.00      EQUAL EMPLOYMENT OPPORTUNITY**

19.01.      Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to: employing; upgrading; demoting or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02.      Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 19.01 hereinabove. The CONSULTANT shall state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

**20.00      TRANSFER, ASSIGNMENT OR SUBLETTING**

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

**21.00      AGREEMENT CONTROLLING**

To the extent that any provision hereof is inconsistent with a provision contained in the Proposal, the provision contained herein shall govern.

WITNESS THE DUE EXECUTION HEREOF.

**CITY OF GERMANTOWN,  
TENNESSEE**

By: \_\_\_\_\_

Sharon Goldsworthy, Mayor

ATTEST:

By: \_\_\_\_\_

City Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

\_\_\_\_\_

City Attorney

**[INSERT NAME OF  
CONSULTANT]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

CONSULTANT’S Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

CONSULTANT’S Telephone Number:

(\_\_\_\_\_)\_\_\_\_\_

CONSULTANT’S Facsimile Number:

(\_\_\_\_\_)\_\_\_\_\_



## **EXHIBIT A**

Proposal Submitted By: